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Remarks/Arguments

Claims 1-4, 6-9, 11-16 and 18 are pending in the application. Applicants have amended claims 1, 7 and 13 for clarification purposes only. For at least the reasons stated below, Applicants assert that all claims are in condition for allowance.

1. 35 U.S.C. § 103 Rejections

Claims 1-4, 6-9, 11-16, and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over *Camp et al.* Applicants respectfully oppose this rejection.

Applicants assert that *Camp* fails to disclose or suggest several elements of the claimed invention that are not common knowledge in the art. Applicants further assert that *Camp* is fundamentally different than the present invention because it is narrowly focused on securing the financial aspects of a transaction conducted via e-commerce. See col. 8, lines 16-27.

Camp discloses a method for purchasing goods with electronic money. See The Abstract. *Camp* fails to disclose or teach the use of a computer program on a computer readable medium, on-line term negotiation forms traded via a network, a wide area network, passwords and identifiers, and verification of a seller's credit. Furthermore, Applicants respectfully assert that in order to maintain an obviousness rejection under MPEP § 2144.03 "assertions of. . . specific knowledge of the prior art must always be supported by citation to some reference work recognized as standard in the pertinent art." The Office Action fails to provide specific evidence to establish that all of the cited elements are common knowledge in the art at the time the invention was made. Applicants assert that because *Camp* fails to disclose or suggest the five of the elements of Applicants' claimed invention, the combination of them applied to on-line negotiations of transactions were not common knowledge to those skilled in the art at the time the invention was made. Based on the foregoing, Applicants respectfully request reconsideration and withdrawal of the § 103 rejection.

Applicants further assert that *Camp* is narrowly focused on securing the financial aspects of a transaction conducted via e-commerce. See col. 8, lines 16-27. Specifically, *Camp* discloses the use of encryption schemes to ensure that buyers' financial information is withheld from sellers during the course of e-commerce transactions. See Abstract, see also col. 10, lines 14 – 21. *Camp* discloses a one-sided informational transaction in which a buyer initiates an electronic transaction. See col. 7, lines 44 – 53. Once the seller

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acknowledges the buyer's request, the buyer is assigned an identifier. See col. 7, lines 54 – 58. The seller uses this identifier with other limited information, including the product, buyer's address, and credit card type and approval amount, to identify the buyer throughout the transaction. See col. 7, lines 58 – 67. The remaining financial aspects of the transaction are handled by a third-party bank and are encrypted to prevent seller access to the buyer's financial information. See col. 8, lines 14 – 26. While *Camp* discloses that merchants may have access to credit card types and limits, it specifically excludes open communication of financial information, see col. 8, lines 16 – 17, and price negotiations, see col. 7, lines 41 – 42. Moreover, *Camp* specifically teaches away from the use of a negotiation process in electronic transactions. See col. 7, lines 41 – 42. Thus, *Camp* fails to teach or disclose the exchange and use of financial information in negotiating an electronic transaction. The disclosure of *Camp* is substantially different than Applicants' claims.

The present invention, as claimed, provides a method of open exchange of financial information, verified by a third party bank, to facilitate the overall negotiation of a transaction. In one step of the present invention, as claimed, a credit assessment of the buyer is sent from the bank to the seller along with the on-line negotiation form. The buyer and seller exchange the on-line negotiation form as many times as necessary to reach an agreement on all elements of the electronic transaction. Additionally, verification of the seller's credit is conducted by a third-party bank and freely shared with all parties as they negotiate their agreement. This is critical to fair negotiation processes because it provides both buyers and sellers adequate information and equal bargaining power in shaping the deal. Because *Camp* fails to disclose or suggest the above-mentioned aspects of Applicants' invention, Applicants assert that the rejection is improper, and respectfully request that the § 103 rejection be withdrawn.

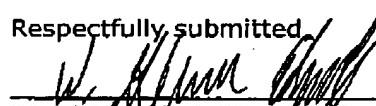
2. Conclusion

Applicant submits that for at least the above reasons, all pending claims are now allowable over the art of record and respectfully requests that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7278. If any fees are due in connection with the filing of this paper, the Commissioner is authorized to charge

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such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Docket 60021-339201).

Respectfully submitted,


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